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13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 OAKLAND DIVISION
16

17
18 CHUCK CONGDON, et al.,
19 Plaintiffs,
20 v.
21 UBER TECHNOLOGIES, INC., et al.,
22 Defendants.

Case No. 4:16-cv-02499-YGR

**STIPULATED [~~PROPOSED~~]
PROTECTIVE ORDER**

Judge: Yvonne Gonzalez Rogers
Action Filed: May 9, 2016

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1 Plaintiffs Matthew Clark, Ryan Cowden, Dominicus Rooijackers, and Jason Rosenberg
2 (“Plaintiffs”) and Defendants Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC (“Uber” or
3 “Defendant”) (collectively, “the parties”), by and through their respective counsel of record, stipulate
4 and jointly move the Court to issue the following protective order (“Protective Order”) to govern the
5 disclosure of documents, things, and information produced in the above-captioned action (the
6 “Action”).

7 **I. PURPOSES AND LIMITATIONS**

8 Discovery in this action is likely to involve production of confidential, proprietary, or private
9 information for which special protection from public disclosure and from use for any purpose other
10 than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and
11 petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that
12 this Order does not confer blanket protections on all disclosures or responses to discovery and that
13 the protection it affords from public disclosure and use extends only to the limited information or
14 items that are entitled to confidential treatment under the applicable legal principles. The parties
15 further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does
16 not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the
17 procedures that must be followed and the standards that will be applied when a party seeks
18 permission from the court to file material under seal.

19 **II. DEFINITIONS**

20 2.1 Action: The above-captioned action.

21 2.2 Challenging Party: A Party or Non-Party that challenges the designation of
22 information or items under this Order.

23 2.3 Confidential Information: Information (regardless of how it is generated, stored,
24 or maintained) or documents that qualify for protection under Federal Rule of Civil Procedure
25 26(c), and any information or documents which, in good faith, a Party deems confidential,
26 including, without limitation, any documents or information:

27 a) Referring or related to confidential and proprietary human resources,
28 business or pricing information and/or financial records and information of Defendant;

1 b) Referring or related to any current, former or prospective business partner
2 or third-party vendor of Defendant;

3 c) Referring or related to any other confidential or trade secret information of
4 Defendant; and

5 d) Any portions of depositions (including audio or video) where Confidential
6 Information is disclosed or used as exhibits.

7 2.4 Highly Confidential Information: Information (regardless of how it is generated,
8 stored, or maintained) or tangible things that qualify for protection under Federal Rule of Civil
9 Procedure 26(c), and contain highly sensitive nonpublic information, including, but not limited
10 to documents or information which, in good faith could place a Designating Party at a
11 competitive disadvantage if disclosed to anyone other than the receiving Party's counsel of
12 record in this litigation because such documents or information contain commercially sensitive
13 information, proprietary information, or trade secrets, the disclosure of which is likely to cause
14 irreparable harm or significant injury to the competitive position of the Designating Party.

15 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their support
16 staff).

17 2.6 Designating Party: A Party or Non-Party that designates information or items that
18 it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or "HIGHLY
19 CONFIDENTIAL."

20 2.7 Disclosure or Discovery Material: All items or information, regardless of the
21 medium or manner in which it is generated, stored, or maintained (including, among other things,
22 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
23 responses to discovery in this matter.

24 2.8 Expert: A person with specialized knowledge or experience in a matter pertinent
25 to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as
26 a consultant in this Action.

27 2.9 House Counsel: Attorneys who are employees of a Party. House Counsel does
28 not include Outside Counsel of Record or any other outside counsel.

1 2.10 Non-Party: Any natural person, partnership, corporation, association, or other
2 legal entity not named as a Party.

3 2.11 Outside Counsel of Record: Attorneys who are not employees of a Party, but are
4 retained to represent or advise a Party and have appeared in this Action on behalf of that party or
5 are affiliated with a law firm that has appeared on behalf of that party, and includes support staff.

6 2.12 Party: Any party to this Action, including all of its officers, directors, employees,
7 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

8 2.13 Producing Party: A Party or Non-Party that produces Disclosure or Discovery
9 Material in this Action.

10 2.14 Professional Vendors: Persons or entities that provide litigation support services
11 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstratives, and
12 organizing, storing, or retrieving data in any form or medium) and their employees and
13 subcontractors.

14 2.15 Protected Material: Any Disclosure or Discovery Material that is designated as
15 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”

16 2.16 Receiving Party: A Party that receives Disclosure or Discovery Material from a
17 Producing Party.

18 **III. SCOPE**

19 The protections conferred by this Stipulation and Order cover not only Protected Material
20 (as defined above), but also (1) any information copied or extracted from Protected Material; (2)
21 all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
22 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
23 However, the protections conferred by this Stipulation and Order do not cover the following
24 information: (a) any information that is in the public domain at the time of disclosure to a
25 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as
26 a result of publication not involving a violation of this Order, including becoming part of the
27 public record through trial or otherwise; and (b) any information known to the Receiving Party
28 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who

1 obtained the information lawfully and under no obligation of confidentiality to the Designating
2 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

3 **IV. DURATION**

4 Even after final disposition of this litigation, the confidentiality obligations imposed by this
5 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
6 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
7 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
8 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the
9 time limits for filing any motions or applications for extension of time pursuant to applicable law.

10 **V. DESIGNATING PROTECTED MATERIAL**

11 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
12 or Non-Party that designates information or items for protection under this Order must take care
13 to limit any such designation to specific material that qualifies under the appropriate standards.
14 The Designating Party must designate for protection only those parts of material, documents,
15 items, or oral or written communications that qualify so that other portions of the material,
16 documents, items, or communications for which protection is not warranted are not swept
17 unjustifiably within the ambit of this Order.

18 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
19 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
20 unnecessarily encumber the case development process or to impose unnecessary expenses and
21 burdens on other parties) may expose the Designating Party to sanctions.

22 If it comes to a Designating Party's attention that information or items that it designated
23 for protection do not qualify for protection, that Designating Party must promptly notify all other
24 Parties that it is withdrawing the inapplicable designation.

25 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
26 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
27 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
28 designated before the material is disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents,
3 but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
4 Party affix at a minimum, the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”
5 (hereinafter “CONFIDENTIALITY Legend”), to each page that contains protected material.

6 A Party or Non-Party that makes original documents available for inspection need not
7 designate them for protection until after the inspecting Party has indicated which documents it
8 would like copied and produced. During the inspection and before the designation, all of the
9 material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL.” After the
10 inspecting Party has identified the documents it wants copied and produced, the Producing Party
11 must determine which documents, or portions thereof, qualify for protection under this Order.
12 Then, before producing the specified documents, the Producing Party must affix the
13 “CONFIDENTIALITY legend” to each page that contains Protected Material.

14 (b) for testimony given in depositions, that the Designating Party designate
15 within forty-five (45) days of receiving the final deposition transcript the page and line number
16 those portions of the testimony that are to be treated as “CONFIDENTIAL” or “HIGHLY
17 CONFIDENTIAL.” In the interim period, the deposition testimony and transcripts and video
18 recordings of the depositions must be treated as CONFIDENTIAL INFORMATION. If any part
19 of the deposition recorded by videographic means is designed “CONFIDENTIAL” or “HIGHLY
20 CONFIDENTIAL,” the recording storage medium and its container shall bear the
21 “CONFIDENTIALITY Legend.”

22 (c) for information produced in some form other than documentary and for
23 any other tangible items, that the Producing Party affix in a prominent place on the exterior of
24 the container or containers in which the information is stored the legend “CONFIDENTIAL” or
25 “HIGHLY CONFIDENTIAL,” as the case may be. If only a portion or portions of the
26 information warrants protection, the Producing Party, to the extent practicable, shall identify the
27 protected portion(s).

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
2 designate qualified information or items does not, standing alone, waive the Designating Party's
3 right to secure protection under this Order for such material. Upon timely correction of a
4 designation, the Receiving Party must make reasonable efforts to assure that the material is
5 treated in accordance with the provisions of this Order.

6 **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
8 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality
9 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
10 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
11 challenge a confidentiality designation by electing not to mount a challenge promptly after the
12 original designation is disclosed.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
14 process by providing written notice of each designation it is challenging and describing the basis
15 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
16 notice must recite that the challenge to confidentiality is being made in accordance with this
17 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in
18 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
19 forms of communication are not sufficient) within 14 days of the date of service of notice. In
20 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
21 designation was not proper and must give the Designating Party an opportunity to review the
22 designated material, to reconsider the circumstances, and, if no change in designation is offered,
23 to explain the basis for the chosen designation. A Challenging Party may proceed to the next
24 stage of the challenge process only if it has engaged in this meet and confer process first or
25 establishes that the Designating Party is unwilling to participate in the meet and confer process in
26 a timely manner.

27 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
28 intervention, the parties shall follow the Court's Standing Order in Civil Cases regarding Discovery

1 and Discovery Motions. The parties may file a joint letter brief regarding retaining confidentiality
2 within 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the
3 meet and confer process will not resolve their dispute, whichever is earlier. Failure by a Designating
4 Party to file such discovery dispute letter within the applicable 21 or 14 day period (set forth above)
5 with the Court shall automatically waive the confidentiality designation for each challenged
6 designation. If, after submitting a joint letter brief, the Court allows that a motion may be filed, any
7 such motion must be accompanied by a competent declaration affirming that the movant has
8 complied with the meet and confer requirements imposed in the preceding paragraph. The Court, in
9 its discretion, may elect to transfer the discovery matter to a Magistrate Judge.

10 In addition, the parties may file a joint letter brief regarding a challenge to a confidentiality
11 designation at any time if there is good cause for doing so, including a challenge to the designation
12 of a deposition transcript or any portions thereof. If, after submitting a joint letter brief, the Court
13 allows that a motion may be filed, any motion brought pursuant to this provision must be
14 accompanied by a competent declaration affirming that the movant has complied with the meet and
15 confer requirements imposed by the preceding paragraph. The Court, in its discretion, may elect to
16 refer the discovery matter to a Magistrate Judge.

17 The burden of persuasion in any such challenge proceeding shall be on the Designating
18 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
19 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
20 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to
21 file a letter brief to retain confidentiality as described above, all parties shall continue to afford
22 the material in question the level of protection to which it is entitled under the Producing Party's
23 designation until the court rules on the challenge.

23 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed
25 or produced by another Party or by a Non-Party in connection with this Action only for
26 prosecuting, defending, or attempting to settle this Action. Such Protected Material may be
27 disclosed only to the categories of persons and under the conditions described in this Order.
28

1 When the Action has been terminated, a Receiving Party must comply with the provisions of
2 Section 13 below (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a location and
4 in a secure manner that ensures that access is limited to the persons authorized under this Order.

5 7.2 Disclosure of Confidential Information. Unless otherwise ordered by the Court or
6 permitted in writing by the Designating Party, a Receiving Party may disclose any information or
7 item designated “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
9 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
10 information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of the
12 Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom
14 disclosure is reasonably necessary for this Action;

15 (d) the court and its personnel;

16 (e) court reporters and their staff;

17 (f) professional jury or trial consultants, mock jurors, and Professional
18 Vendors to whom disclosure is reasonably necessary for this Action;

19 (g) the author or recipient of a document containing the information or a
20 custodian or other person who otherwise possessed or knew the information;

21 (h) during their depositions, witnesses, and attorneys for witnesses, in the
22 Action to whom disclosure is reasonably necessary. Pages of transcribed deposition testimony or
23 exhibits to depositions that reveal Protected Material may be separately bound by the court
24 reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective
25 Order;

26 (i) any mediator or settlement officer, and their supporting personnel,
27 mutually agreed upon by any of the parties engaged in settlement discussions or ordered by the
28 Court;

1 (j) outside photocopying, data processing, e-discovery or graphic production
2 vendors employed by any Party or its counsel to assist in the Action; and

3 (k) any person to whom the Designating Party agrees to disclosure in writing
4 in advance of the disclosure.

5 7.3 Disclosure of Highly Confidential Information. Unless otherwise ordered by the
6 Court or permitted in writing by the Designating Party, a Receiving Party may disclose any
7 information or item designated “HIGHLY CONFIDENTIAL” only to each category of persons
8 identified in Paragraph 7.2(a), (c)-(d), and (i)-(k), as long as those persons have a direct need to
9 know such information for purposes of this Action. If any Party believes a person falling within
10 the category of persons identified in Paragraph 7.2(b) and (e)-(h) has a direct need to know
11 Highly Confidential Information for purposes of this Action, the Party shall meet and confer with
12 the Designating Party before disclosing such information to that person, and will not disclose the
13 information absent the Designating Party’s consent. If the parties are unable to reach an
14 agreement, either Party may seek assistance from the Court.

15 7.4 Disclosure of Confidential Information to persons identified in Paragraphs 7.2(c),
16 (f), (h)-(i), and (k) and disclosure of Highly Confidential Information to persons identified in
17 Paragraph 7.2(c), and (i)-(k) shall be made only after the person to whom the disclosure is being
18 made has been given a copy of this Protective Order and has signed the “Acknowledgment and
19 Agreement to Be Bound” attached as **Exhibit A**. Counsel for the Party obtaining any signed
20 declaration shall retain that declaration and need not disclose it to counsel for all other Parties
21 unless requested by another Party or ordered to do so by the Court.

22 7.5 Persons receiving Confidential Information or Highly Confidential Information
23 under this Protective Order are prohibited from disclosing it to any person except in conformance
24 with this Protective Order. The recipient of any Confidential Information shall maintain such
25 information in a secure and safe area and shall exercise the same standard of due and proper care
26 with respect to the storage, custody, use, or dissemination of such information as is exercised by
27 the recipient with respect to its own proprietary and confidential information. The recipient of
28 any Highly Confidential Information shall maintain such information in a separate locked file

1 under the direct supervision of an attorney involved in this Action and shall exercise the same
2 standard of due and proper care with respect to the storage, custody, use or dissemination of such
3 information as is exercised by the recipient with respect to its own highly proprietary and
4 confidential information.

5 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
6 **IN OTHER LITIGATION**

7 If a Party is served with a subpoena or a court order issued in other litigation that compels
8 disclosure of any information or items designated in this Action as “CONFIDENTIAL” or
9 “HIGHLY CONFIDENTIAL” that Party must:

10 (a) promptly notify in writing the Designating Party. Such notification shall
11 include a copy of the subpoena or court order;

12 (b) promptly notify in writing the party who caused the subpoena or order to
13 issue in the other litigation that some or all of the material covered by the subpoena or order is
14 subject to this Protective Order. Such notification shall include a copy of this Stipulated
15 Protective Order; and

16 (c) cooperate with respect to all reasonable procedures sought to be pursued
17 by the Designating Party whose Protected Material may be affected.

18 If the Designating Party timely seeks a protective order, the Party served with the
19 subpoena or court order shall not produce any information designated in this action as
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a determination by the court from
21 which the subpoena or order issued, unless the Party has obtained the Designating Party’s
22 permission. The Designating Party shall bear the burden and expense of seeking protection in
23 that court of its confidential material and nothing in these provisions should be construed as
24 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from
25 another court.

26 **IX. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
27 **PRODUCED IN THIS LITIGATION**

28 9.1 The terms of this Order are applicable to information produced by a Non-Party in
this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” Such

1 information produced by Non-Parties in connection with this litigation is protected by the
2 remedies and relief provided by this Order. Nothing in these provisions should be construed as
3 prohibiting a Non-Party from seeking additional protections.

4 9.2 In the event that a Party is required, by a valid discovery request, to produce a
5 Non-Party's confidential information in its possession, and the Party is subject to an agreement
6 with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

7 (a) promptly notify in writing the Requesting Party and the Non-Party that
8 some or all of the information requested is subject to a confidentiality agreement with a Non-
9 Party;

10 (b) promptly provide the Non-Party with a copy of the Stipulated Protective
11 Order in this Action, the relevant discovery request(s), and a reasonably specific description of
12 the information requested; and

13 (c) make the information requested available for inspection by the Non-Party,
14 if requested.

15 If the Non-Party fails to seek a protective order from this Court within 30 days of
16 receiving the notice and accompanying information, the Receiving Party may produce the Non-
17 Party's confidential information responsive to the discovery request. If the Non-Party timely
18 seeks a protective order, the Receiving Party shall not produce any information in its possession
19 or control that is subject to the confidentiality agreement with the Non-Party before a
20 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the
21 burden and expense of seeking protection in this court of its Protected Material.

22 **X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
24 Material to any person or in any circumstance not authorized under this Stipulated Protective
25 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
26 unauthorized disclosures and all pertinent facts related to the disclosures, including steps taken to
27 prevent any use or further dissemination of the Confidential Information or Highly Confidential
28 Information, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material,

(c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as **Exhibit A**.

XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

11.1 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection (e.g., work product immunity), the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). Pursuant to Federal Rule of Evidence 502(d) and (e), the parties agree that the inadvertent or unintentional disclosure by the Producing Party of material that is privileged or subject to other protection shall not be deemed a waiver in whole or in part of the claim of privilege or other protection, either as to the specific information disclosed or as to any other information relating thereto on the same or related subject matter.

11.2 Upon learning of an inadvertent or unintentional disclosure of privileged information, the Producing Party shall provide written notice to the parties who have received such information. Within fourteen (14) days of the date of that written notice, the documents or materials described in that notice shall be returned to counsel for the Producing Party, and in the same time frame, any notes or other writing or recordings that copy, summarize, reflect, or discuss the content of the documents or materials shall be destroyed. No use shall be made of such documents or materials from such inadvertent production during deposition or at trial, nor shall such documents or materials be provided to anyone who did not already have access to them prior to the request by the Producing Party that they be returned.

11.3 If the Receiving Party intends to challenge the assertion of privilege, it must provide written notice within this fourteen-day period, explaining the grounds for its challenge. The Receiving Party shall initiate the dispute resolution process under Local Rule 37-1 within fourteen (14) days of date of service of the Receiving Party’s notice disputing a claim of inadvertent production.

11.4 If the Parties cannot resolve a challenge without court intervention, the Receiving Party may move the Court for an order compelling production of any inadvertently produced or

disclosed document or material in compliance with Local Rule 37, but the motion shall not assert as a ground for production the fact of the inadvertent production or disclosure. Pending the Court's ruling, the party challenging the assertion of privilege shall segregate the affected documents and materials and shall not make any use of such information.

11.5 Nothing herein shall be deemed or construed as a waiver of any applicable privilege, right of privacy, immunity from production, or proprietary interest with respect to any document or information.

XII. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

XIII. FINAL DISPOSITION

After the final disposition of this Action, as defined in Paragraph 5, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing

1 Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that
2 (1) identifies (by category, where appropriate) all the Protected Material that was returned or
3 destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,
4 compilations, summaries or any other format reproducing or capturing any of the Protected
5 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
6 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
7 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
8 consultant and expert work product, even if such materials contain Protected Material. Any such
9 archival copies that contain or constitute Protected Material remain subject to this Protective
10 Order as set forth in Section 4 (DURATION).

11 IT IS SO STIPULATED, through Counsel of Record.

12
13 Dated: June 14, 2017

WILLIAM L. STERN
CLAUDIA M. VETESI
LUCIA X. ROIBAL
MORRISON & FOERSTER LLP

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17 By: /s/ William L. Stern
WILLIAM L. STERN

18 Attorneys for Defendants
19 UBER TECHNOLOGIES, INC.,
20 RASIER, LLC, AND RASIER-CA,
21 LLC
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1 Dated: June 14, 2017

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10 Dated: June 14, 2017


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12 By: /s/ Andrew A. August
ANDREW A. AUGUST

Attorney for Plaintiffs
CHUCK CONGDON, RYAN
COWDEN, ANTHONY MARTINEZ,
JASON ROSENBERG, and JORGE
ZUNIGA

17 IT IS SO ORDERED.

18 DATED: June 15, 2017


HON. YVONNE GONZALEZ ROGERS
UNITED STATES DISTRICT JUDGE

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under
5 penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that
6 was issued by the United States District Court for the Northern District of California in the case of
7 *Congdon, et al. v. Uber Technologies, Inc., et al.*, Case No. 4:16-cv-02499-YGR. I agree to comply
8 with and to be bound by all the terms of this Stipulated Protective Order and I understand and
9 acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of
10 contempt. I solemnly promise that I will not disclose in any manner any information or item that is
11 subject to this Stipulated Protective Order to any person or entity except in strict compliance with the
12 provisions of this Order. I further agree to submit to the jurisdiction of the United States District
13 Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated
14 Protective Order, even if such enforcement proceedings occur after termination of this action.

15 I hereby appoint _____ [print or type full name] of
16 _____ [print or type full
17 address and telephone number] as my California agent for service of process in connection with
18 this action or any proceedings related to enforcement of this Stipulated Protective Order.

19 Executed this ____ day of _____ in _____, _____
20 [month] [year] [city] [state]

21 Printed name: _____

22 Signature: _____
23
24
25
26
27
28